

February 25, 2003

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors and Commissioners:

**APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE
CONTRACT WITH SHANE'S INSPIRATION (1)
(3 Vote)**

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

1. Find that the design, development, and operation of Union Pacific Park, to be located at the southeast corner of Union Pacific Avenue and South Bonnie Beach Place in unincorporated Los Angeles County, is a community development activity.
2. Delegate to the Community Development Commission, pursuant to Section 34141 of the California Health and Safety Code, the authority to design, develop and operate Union Pacific Park, on the Commission-owned property described above.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

1. Find that design services for development of Union Pacific Park are exempt from the provisions of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) because the services will not result in physical changes to the environment and do not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director to take all actions necessary to design Union Pacific Park for the County of Los Angeles, to be constructed on Commission-owned property located at the southeast corner of Union Pacific Avenue and South Bonnie Beach Place in unincorporated Los Angeles.
3. Approve a Community Development Block Grant (CDBG) Reimbursable Contract with Shane's Inspiration, presented in substantially final form, to fund design services for Union Pacific Park, using \$200,000 in CDBG funds allocated to the First Supervisorial District, to be effective following approval as to form by County Counsel and execution by all parties, through December 31, 2003.
4. Instruct the Executive Director to execute four copies of the standard CDBG Reimbursable Contract, and all necessary amendments thereto, following approval as to form by County Counsel.

JUSTIFICATION/PURPOSE OF RECOMMENDED ACTION:

On May 28, 2002, your Board approved the 2002-2003 One-Year Action Plan for the Twenty-eighth Program Year (July 1, 2002 through June 30, 2003) to receive CDBG funds from the U.S. Department of Housing and Urban Development (HUD) for the purposes of meeting the County's housing and community development needs. The proposed environmental actions and the CDBG Reimbursable Contract are consistent with the purposes set forth in the Action Plan.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The proposed CDBG Reimbursable Contract will be funded with a total of \$200,000 in CDBG funds allocated to the First Supervisorial District. These funds are included as part of the current fiscal year budget, and will be carried over into Fiscal Year 2003-2004 as part of the annual budgetary process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Union Pacific Park will be developed on a two-acre Commission-owned site, located at the southeast corner of Union Pacific Avenue and South Bonnie Beach Place. The park will include play equipment, a lighted basketball court, picnic area, restrooms, parking lot, fencing, irrigation and landscaping.

The Commission will enter into a contract with Shane's Inspiration to provide design services for the project. The Commission will submit to the Board a development agreement that will identify a developer to oversee the development, construction and completion of the park.

Shane's Inspiration is a non-profit organization that specializes in providing design services to develop parks and playgrounds that are universally accessible. Under the proposed design services contract, the firm will perform the following: investigate site conditions and prepare soils reports; prepare project cost estimates; develop a comprehensive program to identify specific elements of the project; prepare conceptual designs and preliminary plans; prepare elevations, section drawings and design development documents; prepare construction documents; and complete other related design functions. The minority and female composition of the Board of Directors and staff of Shane's Inspiration is provided with this letter as Attachment A.

Should the firm require additional or replacement personnel during the term of the CDBG Reimbursable Contract, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the minimum qualifications for the open positions. The firm will contact the County's GAIN Division for a list of participants by job category.

The attached standard CDBG Reimbursable Contract is being presented in substantially final form, and will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

On January 8, 2002, the Board of Supervisors approved a Finding of No Significant Impact on the environment under NEPA and CEQA to acquire property, relocate occupants, demolish structures, and develop Union Pacific Park.

The proposed design services are exempt from the provisions of NEPA pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(1) because the services involve activities that will not have a physical impact or result in any changes to the environment. The services are also exempt from the provisions of CEQA pursuant to State CEQA Guidelines 15061 (b)(3) because they are covered by the general rule that CEQA only applies to projects that have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECT:

The proposed CDBG Reimbursable Contract will enable Shane's Inspiration to provide design services for a park that will meet the HUD national objective of benefiting residents in an area where at least 51 percent of the residents are low- and moderate-income persons. The park and related facilities will provide needed recreational facilities for residents of the First Supervisorial District.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE CONTRACT TO SHANE'S INSPIRATION (1)

Participation of Minorities and Women

Board of Directors

Total: 11
2 Minorities
7 Women
18% Minority
64% Women

Employees

Total: 8
0 Minorities
6 Women
0% Minority
75% Women

The Commission encourages the participation of minorities and women in the contract award process including: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding the Commission's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations which represent minorities and women. The above information has been voluntarily provided by Shane's Inspiration.

The recommendation to approve the CDBG Reimbursable Contract with Shane's Inspiration is being made in accordance with federal regulations, and without regard to race, creed, color, gender, religion or sexual orientation.

**COMMUNITY DEVELOPMENT COMMISSION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT**

PROJECT TITLE: DESIGN/DEVELOPMENT OF UNION PACIFIC PARK

PROJECT NUMBER: 600478-02 CONTRACT NUMBER: 101300

THIS CONTRACT is made and entered into this _____ day of _____ 2003, by and between the Community Development Commission of the County of Los Angeles, and Shane's Inspiration, hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County has entered into a Contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the County's Community Development Block Grant (CDBG) Program, which includes this project, under the Housing and Community Development Act of 1974, as amended, hereinafter called the "Act"; and

WHEREAS, Operating Agency desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A, Project Description and Activity Budget, Exhibit B, Insurance Requirements and Exhibit C, Professional Services, which are incorporated herein by this reference.
2. CONTRACT ADMINISTRATION. The Executive Director of the Community Development Commission of the County of Los Angeles, (CDC) hereinafter called the "Executive Director", or his designee, shall have full authority in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in this Contract and all exhibits hereto.
4. TIME OF PERFORMANCE. Said services of Operating Agency are to commence on the date first above written, and shall be completed not later than December 31, 2003 and shall remain in full force and effect unless sooner terminated or extended in writing as provided herein. Operating Agency shall work in accordance with the established Project Schedule as shown in Exhibit C, Attachment A.
5. COMPENSATION AND METHOD OF PAYMENT. Upon such performance under

this Contract, the Commission shall reimburse Operating Agency an amount not to exceed two hundred thousand dollars (**\$200,000**), which shall constitute full and complete reimbursement hereunder provided for the implementation of the project described in Exhibit C to this Contract. Said reimbursement will only be paid out of funds received from the federal government under the Act for the Fiscal Year 2002-2003, or from program income, as described in 24 CFR 570 accumulated under said program, for allowable costs actually incurred for the express purposes specified. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by the Commission from the federal government or accumulation of program income from said program, and shall not be a charge on any other funds of the Commission. The Operating Agency shall submit invoices for compensation on a monthly basis, in a format approved by the Commission, depicting an itemized list of work completed. Said compensation shall be considered full and complete reimbursement for all of the Operating Agency's costs associated with the service units provided hereunder, including all indirect costs, overhead, and profit. After timely receipt of each invoice, the Commission will draw a check in favor of the Operating Agency.

The Operating Agency shall be paid in accordance with the following payment schedule:

<u>Phase</u>	<u>Percent of Total</u>	<u>Invoice Maximum</u>
Programming	5	\$10,000
Conceptual Design	10	20,000
Preliminary Design	15	30,000
Design Development	25	50,000
<u>Construction Documents</u>	<u>45</u>	<u>90,000</u>
Total	100	\$200,000

This amount shall include the cost of the following subconsultants: structural, plumbing, electrical, civil engineers and landscape architect. A finished model or presentation rendering shall be considered an additional service. The fee for these items will be negotiated and agreed upon in advance of producing any of the additional work.

The Operating Agency shall pay for all regulatory and agency fees and costs associated with the approval of the Project's design. Traveling, postage, telephone, and living expenses incurred by the Operating Agency, Operating Agency's associates or subconsultants in the discharge of this Contract are considered as Operating Agency's overhead. As such, those expenses shall be included in the fixed firm contract amount and shall not be claimed by the Operating Agency as reimbursable expenses.

Operating Agency shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by

Operating Agency after the expiration or other termination of this Contract. Should Operating Agency receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Operating Agency. This provision shall survive the expiration or other termination of this Contract

6. BUDGET SECTION. No more than the amounts specified in the Budget, Exhibit A to this Contract, may be spent for the separate cost categories without written approval of the Commission.
7. RESPONSIBILITIES OF THE OPERATING AGENCY. The Operating Agency shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Operating Agency under Exhibit C. The Operating Agency shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services in violation of the applicable industry standard of care.

Neither the Commission's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Operating Agency shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Operating Agency's negligent performance of any of the services furnished under this Contract.

The rights and remedies of the Commission provided for under this Contract are in addition to any other rights and remedies provided by law.

If the Operating Agency is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

8. RESPONSIBILITIES OF THE COMMISSION. The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the project defined in Exhibit C.

The Commission's representative shall examine documents submitted by the Operating Agency and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

The Operating Agency shall furnish where required, a certified land survey of the site, giving, as applicable, streets, alleys, topography, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, locations, dimensions and data pertaining to existing

buildings, trees, and improvements and information concerning the location of service and utility lines both public and private on and off site, above and below grade. The Commission shall provide any available "as built" drawings of buildings or properties, available surveys, test reports, and any other written information that may affect the Project. The Commission shall also work with the Operating Agency to address existing site conditions that may affect the order, progress, and cost of the Project.

The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

The Commission shall provide a statement on any work, to be performed by others and, therefore, not to be included in the construction contract for the Project.

If Commission observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, the Commission shall give prompt written notice thereof to the Operating Agency.

9. COMPLIANCE WITH LAWS. All parties agree to be bound by applicable Federal, State, and local laws, ordinances regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; U.S. Office of Management and Budget (OMB) Circulars A-110 and A-122; OMB Circular A-133 Compliance Supplement and the County Auditor-Controller Contract Accounting and Administration Handbook. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218.

The Operating Agency shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. The Operating Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart J of the CDBG regulations, except that:

- i. The Operating Agency does not assume the County environmental responsibilities described at 24 CFR Part 570.604; and
- ii. The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

Operating Agency agrees to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of the Contract, including, but not limited to, Sections a-g below. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and the 24 CFR Part 85.

- a. Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b. Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- c. Operating Agency shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Operating Agency will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary

of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event the Operating Agency's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Operating Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions would be binding upon each subcontractor or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Operating Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.

- d. Should Operating Agency require additional or replacement personnel after the effective date of this Contract, Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' for Greater Avenues for Independence (GAIN) Program who meet Operating Agency's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN Division at (626) 927-5354 for a list of GAIN participants by job category.
- e. No person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this contract on the basis of age or with respect to an otherwise qualified disabled individual.
- f. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or

modification of said documents.

The Operating Agency must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Lobbyist Requirements.

Should the Operating Agency or persons/subcontractors acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements civil penalties shall result.

- g. Operating Agency and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code. The Operating Agency must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Operating Agency will comply with the County Code.

Failure on the part of the Operating Agency and or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of the Contract upon which the Commission may immediately terminate this Contract and the Operating Agency shall be liable for civil action.

10. CONFIDENTIALITY OF REPORTS. Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.
11. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Operating Agency shall provide all safeguard, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonable necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.
12. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
13. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any

breach of the same or any other provision hereof.

14. PROGRAM EVALUATIONS AND REVIEW. Operating Agency shall make available for inspection during the term of this contract and for a period of three (3) years thereafter its performance, financial and all other records pertaining to performance of this Contract to authorized Commission personnel, and allow said Commission personnel to inspect and monitor its facilities and program operations, including the interview of Operating Agency staff and program participants, as required by the Commission.

Operating Agency agrees to submit all data that are necessary to complete the Annual Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Executive Director or his designee.

15. NONEXPENDABLE PROPERTY. Nonexpendable personal property means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall include tangible personal property, including, but not limited to, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the Commission and otherwise comply with all applicable laws and regulations. In case of the Contract's termination, the Commission reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived there from. Said disposition may include taking possession of said nonexpendable property.

16. REVERSION OF ASSETS. Upon the expiration of this Contract, the Operating Agency shall transfer to the Commission any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's control that was acquired or improved in whole or in part with CDGB funds in excess of \$25,000 shall be either:

- i. Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Contract (24 CFR 570.505), or such longer period of time as is specified in Exhibit A; or
- ii. Disposed of in a manner, which results in the Commission being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in paragraph 15 above.

17. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. Operating Agency

shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property as approved in Exhibit A, Budget. The Operating Agency must purchase or lease from the lowest acceptable bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Operating Agency. This inventory shall be provided to the Commission upon request.

18. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 43 of this Contract.
19. CHANGES. The Commission may, from time to time, request changes in the scope of services of the Operating Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the Commission and the Operating Agency, shall be incorporated into this Contract by written amendments.
20. CHANGES IN GRANT ALLOCATION. The Commission reserves the right to reduce the grant allocation when the Commission's fiscal monitoring indicates that the Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Operating Agency. Such changes shall be incorporated into this Contract by written amendments.
21. CITIZEN PARTICIPATION. All program data necessary to provide reports to citizens will be made available by the Operating Agency. Discussions will be held often enough so that the Operating Agency will be adequately appraised of citizen recommendations during the course of the program. Operating Agency representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Executive Director or his designee.
22. REVENUE DISCLOSURE REQUIREMENT. Upon request, Operating Agency shall file with the Commission a written statement listing all revenue received, or expected to be received, by Operating Agency from Federal, State, City or Commission sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name

and address of each governmental agency. Operating Agency shall make available for inspection and audit to Commission's representatives, upon request, at any time during the duration of this Contract, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through Commission. All such books and records shall be maintained by Operating Agency at a location in Los Angeles County.

Failure of Operating Agency to comply with the requirements of this Section 21 of this Contract shall constitute a material breach of contract upon which Commission may cancel, terminate or suspend this Contract.

23. JOINT FUNDING. For projects in which there are sources of funds in addition to CDBG funds, Operating Agency may be required to provide proof of such funding. The Commission shall not pay for any costs incurred by Operating Agency which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting and reporting, apply to the total project regardless of funding sources.
24. ASSURANCES. The Operating Agency hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, 24 CFR Part 85 and OMB Circular A-87, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally assisted program. Also, the Operating Agency gives assurance and certifies with respect to the project specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Part 570.303, which pertain to assurances of program applicants. Furthermore, the Operating Agency gives assurance and certifies that it will comply with provisions of 41 CFR Part 60-1.4 and 24 CFR Part 135.20, each of which is incorporated herein by this reference. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and certifications that during the term of this Contract it will maintain current copies of said assurances and certifications at the address specified below.

25. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

Virginia Hatley
Shane's Inspiration
4804 Laurel Canyon Blvd. #542
Valley Village, California 91607

The Commission's designated representative authorized to act in its behalf with respect to the Project shall be:

Geoffrey Siebens, Architecture and Development Manager
Construction Management Division
2 Coral Circle
Monterey Park, CA 91755

Each party shall promptly notify the other of any change in its mailing address.

26. ASSIGNMENT AND SUBCONTRACTING. Operating Agency may not assign or subcontract any portion of this Contract without the express written consent of the Commission. Any attempt by Operating Agency to assign or subcontract any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Operating Agency.
27. NOTICE OF FEDERAL EARNED INCOME CREDIT. Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
28. FISCAL LIMITATIONS. The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, the Commission reserves the right to revise this Contract in order to take into account actions affecting HUD program funding. In the event of funding reduction, the Commission may reduce the budget of this Contract, as a whole or as to a cost category, may limit the rate of the Operating Agency's authority to commit and spend funds, or may restrict the Operating Agency's use of both its uncommitted and its unspent funds. Where HUD has directed or requested the Commission to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the Executive Director may act for the Commission in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the Executive Director has reasonable grounds to question that the Operating Agency has materially complied with the terms of this

Contract, Executive Director may act for the Commission in suspending the operation of this contract for up to sixty (60) days, upon three (3) days notice to Operating Agency of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the Commission affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.

29. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.
30. INDEMNIFICATION. The Operating Agency agrees to indemnify, defend and hold harmless the Commission, the Housing Authority of the County of Los Angeles (Housing Authority), and the County of Los Angeles, their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Operating Agency's acts and/or omissions arising from and/or relating to this Contract.
31. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b). To this end, the Operating Agency will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Consultant shall upon written request, disclose in writing to the Commission any other contractual or employment arrangement from which it receives compensation. The Consultant agrees not to accept any employment during the term of this Contract by any other person, business or corporation which employment will or may likely develop a conflict of interest between Commission's interests and the interest of third parties.

32. BUDGET MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, when such modifications:

- i. In aggregate do not exceed \$10,000 per budget cost category;
 - ii. Are specifically requested by Operating Agency;
 - iii. Will not change the project goals or scope of services; and
 - iv. Are in the best interest of the Commission and Operating Agency in performing the scope of services under this Contract.
 - v. Do not alter the amount of compensation under this Contract;
- 33. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant time of performance modifications to this Contract when such modifications:
 - i. In aggregate do not exceed twelve (12) calendar months;
 - ii. Are specifically requested by Operating Agency;
 - iii. Will not change the project goals or scope of services;
 - iv. Are in the best interests of the Commission and Operating Agency in performing the scope of services under this Contract; and
 - v. Do not alter the amount of compensation under this Contract.
- 34. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the Commission the full amount of Commission's liability to the funding agency resulting from such audit exceptions.
- 35. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. The Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract. The Operating Agency shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Commission or under Commission supervision or control. This Contract is by and between the Operating Agency and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Commission and the Operating Agency.
- 36. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the Contract of the parties hereto. There are no oral agreements contained herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

37. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the Commission for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the Commission, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the Commission, (c) a community related benefit is derived from such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.
38. MONITORING AND EVALUATION. The Commission will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the Commission and HUD shall have the right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on going program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.
39. AUDITS. The Operating Agency's program will be audited in accordance with the Commission's policy and funding source guidelines. Audits may also be conducted by Federal, State or local funding source agencies. The Commission or its authorized representatives shall, at all times during the term of this Contract and for a period of three (3) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at Commission's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the Commission to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.
40. INSURANCE. Without limiting Operating Agency's indemnification of Commission, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the Commission's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B to this Contract.
41. FAILURE TO PROCURE INSURANCE. Failure on the part of Operating Agency to procure or maintain required insurance (pursuant to Exhibit B) shall constitute a material breach of contract under which Commission may immediately suspend or

terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by Commission shall be repaid by the Operating Agency to Commission upon demand or Commission may offset the cost of the premiums against any monies due to the Operating Agency from Commission.

42. PROGRAM INCOME. The Commission reserves the right to determine the disposition of any program income, as described in 24 CFR Part 570.504, accumulated under the project(s) set forth in Exhibit A. Said disposition may include the Commission taking possession of said program income.
43. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close out procedures required by the Executive Director or designee, within a period of not more than sixty (60) calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The Commission is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by Commission into other eligible activities in the Commission. The Executive Director, or his designee, may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.
44. NEPOTISM. Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Operating Agency. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Operating Agency.
45. RELIGIOUS AND POLITICAL ACTIVITIES. Operating Agency agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.
46. STAFF TRAVEL. Operating Agency shall not incur any expenditure for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of Commission.
47. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be

used as a cash advancement between contracts, as security to guarantee payments for any nonprogram obligations, or as loans for nonprogram activities. Separate financial records shall be kept for each funding source.

48. REPORTS AND RECORDS. Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by Commission. Program progress reports shall be submitted on a monthly basis, in the form specified by the Executive Director or his designee. Operating Agency shall maintain, and permit on site inspections of such property, personnel, financial and other records and accounts as are considered necessary by Commission to assure proper accounting for all Contract funds during the term of this Contract and for a period of five (5) years thereafter. Operating Agency will ensure that its employees and board members furnish such information which, in the judgment of Commission representatives, may be relevant to a question of compliance with contractual conditions, with Commission or granting agency directives, or with the effectiveness, legality and achievements of the program.
49. EXPENDITURES. Expenditures made by Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from Executive Director or his designee.
50. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
51. DRUG-FREE WORKPLACE. Operating Agency agrees to provide a drug-free workplace by:
 - i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;

- b. The Operating Agency's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph i of this Section 50;
- iv. Notifying the employee in the statement required by paragraph i of this Section 50 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- v. Notifying the Commission in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- vi. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs i, ii, iii, iv, v and vi.
- viii. The Operating Agency may insert in the space provided below the site(s) for the

performance of work done in connection with the specific grant;

Check ____ if there are workplaces on file that are not identified here.

52. RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

Operating Agency must adopt and make public a Residential Antidisplacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Operating Agency enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606 (c) (iii) A-G.

53. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract to the Commission must ensure that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping and physical appearance acceptable to the Commission.

The Operating Agency may use its CDBG funds towards property maintenance standards; however, each case would be reviewed on an individual basis and approved by the Commission. The Commission has established an expenditure cap not to exceed five (5) percent of the Contract allocation for property maintenance standards.

54. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County or Commission through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Operating Agency's duty under this Contract to comply with all applicable provisions of law, Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with

employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

55. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of Operating Agency to maintain compliance with the requirements set forth in Paragraph 54, Operating Agency's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default by Operating Agency under this Contract. Without limiting the rights and remedies available to County or Commission under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Paragraph 59, Termination for Cause.
56. POST MOST WANTED DELINQUENT PARENTS LIST. Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Operating Agency understands that it is County's and Commission's policy to voluntarily post a list entitled L.A's Most Wanted: Delinquent Parents poster in a prominent position at Operating Agency's place of business. District Attorney will supply Operating Agency with the poster to be used.
57. COMMISSION'S QUALITY ASSURANCE PLAN. The Commission will evaluate Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Operating Agency's compliance with all contract terms and performance standards. Operating Agency's deficiencies which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the Commission and Operating Agency. If improvement does not occur consistent with the corrective measure, Commission may terminate this Contract, pursuant to Paragraph 58 or 59, or impose other penalties as specified in this Contract.
58. TERMINATION FOR IMPROPER CONSIDERATION. The Commission may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to the

Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Operating Agency as it could pursue in the event of default by the Operating Agency.

Operating Agency shall immediately report any attempt by the Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission or the County Auditor-Controller's Employee Fraud Hotline (800) 544-6861.

59. TERMINATION FOR CONVENIENCE. The Commission, at its convenience, and without further liability excepts as herein specified, may terminate this Contract, in whole or in part, by written notice personally delivered to Operating Agency specifying the effective date and extent of the termination. Operating Agency shall immediately terminate all services to the extent directed by the Contracting Officer.

Operating Agency shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within seven (7) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of this Contract, whether complete or in process, as may have been accumulated by Operating Agency.

Commission shall pay Operating Agency all fees and expenses due and payable under this Contract by reason of progress in the work on the Project. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents, to the extent any of the preceding complies with the requirements of this Contract, whether delivered to the Commission or in the possession of Operating Agency, and to authorize reimbursable expenses. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project.

Commission will pay Operating Agency termination expenses subject to the Commission's rights of recoupment, set-off and withholding. Termination expenses are expenses directly attributable to terminating work in progress, including the reasonable cost of terminating any commitments for services not yet completed.

Commission may take over the work and services, and prosecute the same to completion by contract or otherwise. Operating Agency shall not be liable to Commission for any excess costs incurred by Commission in completing the scope of work of this Contract.

Operating Agency shall assign the contracts of its consultants and/or their subconsultants to Commission, to the extent requested by the Contracting Officer.

60. TERMINATION FOR CAUSE. This Contract may be terminated by the Commission upon written notice to the Operating Agency for just cause (failure to

perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in i, ii, iii or iv:

- i. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.
- ii. Should the Operating Agency fail within five days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three days by the Operating Agency, then notice of deficiency thereof in writing will be served upon Operating Agency by the Commission.

Should the Operating Agency fail to comply with the terms of said Contract within five days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

- iii. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency.
- iv. If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency or under this Contract shall, at the option of the Commission become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

61. TERMINATION FOR DEFAULT. Commission may terminate this Contract upon written notice to Operating Agency if Operating Agency fails substantially to perform in accordance with its terms. Commission may not terminate this Contract for default if (1) the Operating Agency cures its default within the seven (7)-day period after the notice is given, or (2) if the default cannot be reasonably cured within the seven (7) days after notice is given, and Operating Agency reasonably commences to cure its default within the seven (7)-day period and diligently and in

good faith continues to cure the default.

In the event of termination for default:

Operating Agency shall immediately discontinue all services unless otherwise indicated by Director. Operating Agency shall surrender and deliver to Director within seven (7) days from receipt of said notice, all drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in progress, as may have been accumulated by Operating Agency.

In the event of termination by reason of default of Operating Agency, Commission may take over the work and services, and prosecute the same to completion by contract or otherwise. Operating Agency shall be liable to Commission for any excess costs incurred by Commission in completing the scope of work of this Contract. Operating Agency shall assign the contracts of its consultants and/or their subconsultants to the Commission to the extent requested by the Contracting Officer.

Commission may provide Operating Agency with (7) days written notice to terminate any consultant or subconsultant of Operating Agency for lack of satisfactory performance. In the event of termination of a consultant or subconsultant by reason of default, Operating Agency shall self-perform or contract for another consultant or subconsultant approved by the Contracting Officer to take over the work and services, and prosecute the same to completion. Operating Agency shall be liable for any additional design costs incurred by Operating Agency as a result of the replacement of the consultant or subconsultant.

Commission shall pay Operating Agency all fees and expenses due and payable under this Contract by reason of progress in the work on the Project, to the extent such work complies with the requirements of this Contract and subject to Commission's right herein to recoupment and set-off. In ascertaining the services actually rendered hereunder up to the date of termination of this Contract, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to Commission or in the possession of Operating Agency, and to authorize reimbursable expenses. In no case shall payment exceed that amount stipulated elsewhere herein for the completion of the respective Services in progress at the time of termination.

62. SUSPENSION. Commission, at its convenience, and without further liability excepts as herein specified, may suspend this Contract, in whole or in part, by written notice personally delivered to Operating Agency specifying the effective date and extent of the suspension.

Operating Agency shall immediately discontinue all services unless otherwise

indicated by Contacting Officer.

Upon request of Contracting Officer, Operating Agency shall surrender within seven (7) days from receipt of said notice, all drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in progress, as may have been accumulated by Operating Agency.

In the event the entire Contract is suspended, Commission shall pay Operating Agency reasonable demobilization expenses subject to Commission's rights of set-off, recoupment and withholding. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. Commission shall not be liable for demobilization expenses if only a portion of the Contract is suspended.

In the event the entire Contract is suspended and Operating Agency is directed to remobilize within one calendar year of the effective date of the suspension, Commission shall pay remobilization expenses directly attributable to restarting services hereunder and, at Operating Agency's option, Operating Agency and Commission shall negotiate Operating Agency's fees for services remaining under this Contract. If no agreement as to expenses and fees can be reached, this Contract may be terminated for the Commission's convenience.

In the event the entire Contract is suspended and the period of suspension exceeds one calendar year, this Contract may be deemed terminated for the convenience of Commission at the option of either party, upon written notice to the other party.

63. REMEDIES. Commission may assert, either during or after performance of this Contract any right of recovery it may have against Operating Agency by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim. The rights and remedies of the Commission under this Contract are in addition to any right or remedy provided by California law. The waiver by either party of any breach to this Contract shall not constitute a waiver as to any succeeding breach.
64. STANDARD OF CARE. The Operating Agency represents, covenants, and agrees that all of the services to be furnished by the Operating Agency under or pursuant to this Contract, from the inception of this Contract until the Project has been fully completed, shall be of a standard and quality that prevails among landscape architects engaged in landscape architectural practice throughout the United States under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule). Operating Agency accepts the special relationship of trust and confidence established between it and the Commission by this Contract. Operating Agency covenants to design the Project and produce the necessary Construction Documents, and to further the

interests of County in accordance with County's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, regulations in effect throughout the period that Operating Agency is performing services under this Contract.

65. COMMISSION SUPPORT. The Commission shall provide the Operating Agency with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Commission. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Operating Agency for any other purpose. The Operating Agency agrees to safeguard and return this property to the Commission upon completion of the Project.
66. RELEASE OF NEWS INFORMATION. No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of Exhibit C or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or his designee.
67. OWNERSHIP OF DOCUMENTS. All drawings and specifications prepared and furnished by the Operating Agency shall become the property of the Commission upon their approval in writing by the Commission or upon the prior termination of the Operating Agency's services hereunder, and the Operating Agency shall have no claim for further employment or additional compensation as a result of exercise by the Commission of its full rights of ownership of these document and materials. The Operating Agency shall retain a record copy for its own files.
68. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR 40.2 or the definition of building as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 101-19.6, for general type buildings). The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are

structural in nature in existing facilities, where such removal is readily achievable-- that is, easily accomplishable and able to be carried out without much difficulty or expense.

69. USE OF RECYCLED-CONTENT PAPER PROJECTS. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the Commission landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible on the Project.

70. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* Operating Agency understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Operating Agency. Operating Agency shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any acts, gestures, comments or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Operating Agency's employees, agents or subcontractors providing services for the Commission. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

71. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

- i. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, the Commission and the Housing Authority to conduct business only with responsible contractors.
- ii. The Operating Agency is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the Operating Agency on this or other contracts which indicates that the Operating Agency is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Operating Agency from bidding on Commission, Commission or Housing Authority contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Operating Agency may have with the County, the Commission or the Housing Authority.

- iii. The Commission may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the Commission, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.
- iv. If there is evidence that the Operating Agency may be subject to debarment, the Commission will notify the Operating Agency in writing of the evidence which is the basis for the proposed debarment and will advise the Operating Agency of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- v. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Operating Agency and/or the Operating Agency's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Operating Agency should be debarred, and, if so, the appropriate length of time of the debarment. If the Operating Agency fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Operating Agency may be deemed to have waived all rights of appeal.
- vi. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- vii. These terms shall also apply to subcontractors of Commission, Commission or Housing Authority contractors.

72. ENTIRE CONTRACT This Contract with attachments constitutes the entire understanding and Contract of the parties.

IN WITNESS WHEREOF, the Board of Commissioners of the Community Development Commission, County of Los Angeles, has caused this Contract to be subscribed by the Executive Director of the Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, the day, month and year first above written.

COMMUNITY DEVELOPMENT COMMISSION

SHANE'S INSPIRATION
Operating Agency

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____
Title: _____

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO PROGRAM:

CARLOS JACKSON, Executive Director
Community Development Commission
Of the County of Los Angeles

By: _____
Deputy

By: _____
Director, CDBG

**Community Development Commission
County of Los Angeles
Project Description and Activity Budget**

Contract No. 101300
PROJECT

Version 0

OPERATING AGENCY

Project No.: 600478-02
Title: Design/Development of Union Pacific Park

Organization
Name: Shane's Inspiration

Funding Period: From To 12/31/03

Type: CBO

Jurisdiction: 1st District

CDC Program Mgr: Maria Torres

Project Administration

Shane's Inspiration
4804 Laurel Canyon Blvd. #542
Valley Village, CA 91607

Eligibility Summary

Funding Source: CDBG

HUD Code: 03F Parks, Recreational Facilities

Eligibility Citation: 570.201(c)

National Objective: LMA Low/Mod Area

Nat. Objective Citation: 570.208(a)(1)

Est. Accomplishments: 1

Performance Indicator: Public Facilities

Activity Summary

This is a new project. The proposed Union Pacific Park is to be a two acre community park. The park will include a universally accessible playground, a lighted basketball court, a shade structure over the picnic area, a restroom, drinking fountain, colored concrete, benches, grass and trees, parking lot, fencing, irrigation and landscaping. The park will be located on Union Pacific Avenue and South Bonnie Beach Place in the First Supervisorial District.

CDBG funds will be used to pay the salaries for the Executive Director, Program Director, Director of Design, Director of Project Development, accountant, and office administrator. Non-personnel funds will be used to pay for the playground design, landscape architect, design management, civil engineer, surveyor, soil testing, structural engineer, consultants in the area of printing design documents, and CPA services.

Special Conditions

The Operating Agency must maintain payroll and time and attendance records signed by the employee and approved by the supervisor. Time distribution records will also be kept by program and shall account for total work time on a daily basis for all employees.

The Operating Agency will comply with procurement standards outlined in, 24 CFR, Part 84, Section 84.44, entitled Procurement Procedures, for the purchase of all goods and contracted services using CDBG or ESG funds.

The Operating Agency is responsible for monitoring the activities of the subrecipient for program implementation and compliance.

The Operating Agency shall maintain during the term of this Contract and for a period of five (5) years thereafter complete and adequate financial records and accounts as are considered necessary by the Commission to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following: a General Ledger that supports the costs charged to the CDBG or ESG Program; records documenting procurement of goods and services; contracts for goods or services; lease or rental Exhibit Cs; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization records; payroll registers; payroll tax records; and bank statements, bank reconciliations and documentation to support the allocation of indirect costs.

The Operating Agency shall execute a professional services agreements with each consultant/contractor prior to incurring any costs or distributing any CDBG or ESG funds, in compliance with federal contractual requirements.

The Operating Agency shall submit adequate financial documentation to support the program expenditures reported in the monthly CDBG Funding Request forms. The financial supporting documentation will include contracts for goods or services, evidence of procurement, lease or rental agreements, invoices, billing statements, cancelled checks, timecards signed by employee and supervisors, payroll registers, payroll tax records, bank statements, bank reconciliations, a detailed General Ledger that supports the costs charged to the CDBG program, and an approved cost allocation method for indirect costs charged. Failure to submit the necessary supporting documentation will result in the disallowance of costs.

The Operating Agency will comply with all the provisions described in Exhibit C, Professional Services, to provide landscape architectural and other services from programming through construction document development for Union Pacific Park.

Contracted Services/Subrecipients

Funding Summary

Formula Grant Funding

<u>Cost Category</u>	<u>Amount</u>
Personnel	\$40,000
Non-Personnel	\$160,000
Total	\$200,000

Service Area/Site Address(es)

Region CT/BG Total Pop. Low/Mod Pop.
East Los Angeles 5313.02-0 8,758 6,473
Low/Mod % 73.91% Totals 8,758 6,473

INSURANCE REQUIREMENTS

The Community Development Commission (CDC) of the County of Los Angeles, and the County of Los Angeles (County) share concerns of Operating Agencies' facing the current high cost of insurance when funds are so urgently needed to meet other costs. Insurance, however, provides the only means by which an Operating Agency can insure its continuance, and meet its obligations to the community. It is also the only method by which the CDC and the County can protect themselves from contingent exposure to claims resulting from their operations. Prior to the Operating Agency receiving funds, the CDC will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the CDC and the County may have certain insurance coverages waived by the CDC Risk Management Administrator upon the written request of the Operating Agency.

Standard Insurance Provisions: The Consultant shall procure and maintain insurance at Consultant's expense for the duration of this Contract from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. The CDC and County and their officers, employees and agents shall be named as additional insureds.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- | | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |

The CDC and the County should be named as an additional insured on the policy.

- B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars (\$1,000,000) aggregate per claim.
- C. WORKER'S COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:
- | | |
|-----------------------|-------------|
| Each Accident | \$1,000,000 |
| Disease-policy limit | \$1,000,000 |
| Disease-each employee | \$1,000,000 |
- D. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "hired" and "non-owned" vehicles, or coverage for "any auto".

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Commission, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Commission.

Any self-insurance program of self-insured retention must be separately approved in writing by the Commission.

Consultant shall deliver to the Commission certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Such insurance as required herein shall not be deemed to limit Consultant's liability under this Contract.

The Commission reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Commission's Risk Manager or designee.

PROFESSIONAL SERVICES

Section 1.0 **Purpose:** The Operating Agency will perform services for the design of a new, approximately two acre universally accessible park (the Project) and all related improvements including, but not limited to a universally accessible playground, a lighted basketball court, surface parking, landscaping, and public restrooms to be located on the southeast corner of the intersection of Union Pacific Avenue and South Bonnie Beach Place in the First Supervisorial District.

Section 2.0 The Operating Agency will provide for the programming, conceptual design, preliminary design, design development, and construction documents, as described in this Section 2.0.

GENERAL

- a. Investigate existing site conditions to document existing physical conditions including but not limited to structures, topography, soils, vegetation, sun, wind and acoustics. An investigation of the existing context, including the adjacent off-site context, should pay particular attention to scale, adjacent building colors, textures, materials, finishes, pedestrian and vehicular circulation patterns, security, landscaping, signage, shading devices, lighting, drainage, finish grades and accessibility features.
- b. Provide soils report and any other related information and alert Commission of potential conflicts with recommended designs, costs, budget, etc.
- c. Verify development standards with all applicable Los Angeles County agencies including but not limited to the Departments of Regional Planning (DRP), Parks and Recreation (DPR), Fire, and Public Works (DPW), including but not necessarily limited to DPW's Divisions of Building and Safety, Traffic and Street Lighting, and Watershed Management.
- d. Cost Estimating: The Operating Agency shall submit a breakdown of the estimated construction cost for the Project based on known project components following completion of Preliminary Design, completion of Design Development, 50% Construction Documents and 100% Construction Documents. These estimates will be consistent with the drawings and specifications. Operating Agency shall assist the Commission's Construction Management Division (CMD) staff in value engineering the park, as necessary, and arriving at a design solution that is within the established construction budget for the project.
- e. Project Schedule: Operating Agency shall agree to produce documents and perform services based on the Commission's project schedule (Attachment A).
- f. The Operating Agency will file all documents required for governmental approvals.
- g. Telephone consultation with Commission will occur during all stages of this Project to discuss project related issues.
- h. During all phases of the Project, attend meetings with the Commission's CMD staff, as necessary, for the coordination, development and review of the Project's progress.
- i. The Operating Agency will provide the Commission with a list which identifies each of its subconsultants. The Commission must approve each and every subconsultant prior to the Operating Agency entering into a contract with a subconsultant.
- j. Attend meetings with CMD, as well as the Los Angeles County's Chief Administrative Office (CAO) and DPR regarding the completion of an Operations Memorandum of

Understanding and provide documentation and support as directed.

PROGRAMMING

- a. The Operating Agency shall generate a comprehensive program which identifies every element of the Project based on the Operating Agency's own experience for the design of universally accessible parks, from site visits, the Operating Agency's research and input from community, DPR, First Supervisorial District staff, Commission staff and other relevant parties.
- b. Conduct an "Imagine and Design Party" workshop(s) with the children of the community to obtain input on what elements they would like to have in the park.
- c. Conduct "Community Options and Priorities Session" meeting with the community, to explore the options and priorities for the playground.
- d. The Operating Agency will document programmatic findings that will serve as a basis for the Project's design.

CONCEPTUAL DESIGN

- a. Based on the Park's Program developed in the previous phase, the Operating Agency shall generate three Conceptual Site Plans to explore how the general program elements can be arranged on the site. Issues to be considered include vehicular and pedestrian access, entry, parking, scale, and generalized adjacencies of programmatic elements. It may be necessary to suggest program adjustments to match the program to the site and budget.
- b. The Operating Agency will present the Conceptual Site Plan studies to the Commission, DPR and community. At minimum, each concept will be illustrated with one site plan in bubble diagram format or other format that is not to scale but shows the relationships and adjacencies of all the programmatic elements. The Commission and community will select one Conceptual Site Plan that best accommodates budget, schedule, site, and programmatic needs for the Operating Agency to develop.
- c. Once one Concept Design is chosen, the Operating Agency will adjust the chosen Concept Design, as directed by the Commission, to document any changes that are agreed upon during the review of the three conceptual plans.

PRELIMINARY DESIGN

- a. Based on the approved Conceptual Design, the Operating Agency shall develop preliminary plans, elevations and section drawings, drawn to scale, showing the relationships of all program elements. Issues to be considered include vehicular and pedestrian access, parking, adjacencies of programmatic elements, crime prevention through environmental design (CPTED) and energy conservation. The Operating Agency is responsible for the design of the adjacent public rights-of-way including sidewalks, driveway aprons, streetlights, water hook ups, etc. The Operating Agency will integrate and incorporate the design for these offsite improvements into the overall design.
- b. The Operating Agency will develop Plot Plan Review drawings and submit them to the DRP, Building and Safety, DPR and any other relevant agencies for a pre-plan check review in accordance with the project's schedule.

- c. The Operating Agency will complete a cost estimate of the Project for this phase.
- d. The Operating Agency will present the Preliminary Design to Commission staff, DPR and Board of Supervisors First District Deputies. The Operating Agency will present layout options for program areas that may require further clarification from user group.
- e. After incorporating comments from Commission staff and Board of Supervisors First District staff, the Operating Agency will present the Schematic Design to the community.
- f. The Operating Agency will incorporate the community's comments into the Project's design during the Design Development phase of the Project.

DESIGN DEVELOPMENT

- a. Based on the Preliminary Design, inclusive of comments from the community, and the budget, the Operating Agency shall prepare Design Development Documents consisting of site plans, sections, and elevations, as necessary and agreed to with the Commission. The Operating Agency will also produce axonometric or perspective drawings and study models, necessary, to describe the size and character of the project. Preliminary civil engineering, lighting/electrical design, irrigation design, materials, lighting, and any other elements that shall be incorporated into the design development documents.
- b. The Operating Agency will present Design Development Documents to CMD staff for its review and comment at 50 and 100 percent completion. Comments will be returned within seven (7) days.
- c. Based on comments received from CMD staff, the Operating Agency will make adjustments to the Design Development Documents within seven (7) days.
- d. The Operating Agency will develop outline specifications based on a format supplied by CMD staff and submit them to CMD staff for review. These specifications will comply with all agency requirements, including, DPW's Building and Safety Division, DPR and any other relevant agencies.
- e. The Operating Agency will present final Design Development Drawings to the Commission for its review, comment and approval. Comments will be returned within seven (7) days.
- f. The Operating Agency will complete a cost estimate of the Project for this phase. If necessary, the Operating Agency will value engineer the Project to stay within budget.

CONSTRUCTION DOCUMENTS

- a. Construction Documents: Based on the approved design development documents, budget and schedule, Operating Agency shall prepare Construction Permit Documents. The documents shall consist of plans and specifications setting forth in detail all requirements necessary for construction in accordance with the accepted schedule.
- b. The Operating Agency will produce a construction schedule.
- c. The Operating Agency shall prepare and deliver the construction specifications and drawings to the Commission within the specified time indicated on the Project Schedule. The Construction Documents shall constitute a presentation of the complete concept of the work including all major elements both on and off the site.
- d. The Operating Agency's Design will promote economy in construction, maintenance and operation. The Project will comply with current criteria and cost limitations.

- e. The Operating Agency will produce Construction Documents that set forth, in detail, the construction work to be completed. These documents will include; the identification of all materials, workmanship, finishes and equipment required for the solicitation of bids and the construction of the Project.
- f. The Operating Agency will produce the construction drawings necessary to complete a thorough cost estimate. The drawings will include, at minimum, the drawings listed below, sufficient to serve as the basis for a cost estimate. These drawings include but are not limited to:
 - i. A Title Sheet with an Index of Drawings, legends, abbreviations, vicinity map and all relevant notes.
 - ii. Site Plan(s) showing the location of all applicable buildings, hardscape, and softscape both on and off site, including all features including utilities.
 - iii. Architectural, hardscape and softscape details
 - iv. Drawings, specifications or other documentation of the restroom facility that meet DPR requirements.
 - v. All other required architectural, civil engineering on and off the site as well as other documents necessary to complete the work at the Project.
- g. There shall be close attention paid to detailed coordination between plans, specifications, and the existing site conditions to negate unforeseen problems during construction. This includes coordination within the Operating Agency's documents and with the documents of its subconsultants.
- h. The Operating Agency shall rely on property lines as furnished by the Operating Agency's civil engineer.
- i. The Operating Agency shall furnish to the Commission two copies of all reports required by the Department of Public Works and or other governmental agencies during the approval/permitting phase of the project.
- j. In addition to hard copies, the Operating Agency shall supply an electronic file of all drawings and the specification to the Commission, in the following software format used by the Commission: AutoCAD, Release 14 and Word for Windows 2000.

Section 2.1 **Design Within Funding Limits:** If the scope of work proposed exceeds the planned construction budget, the Commission will reduce the scope of work to fit the planned construction price through value engineering, with the assistance of the Operating Agency.

If the bids for the Construction Cost are received and exceed the Construction Budget, the Operating Agency will value engineer the project, at no additional cost, to bring the construction cost within budget.

Section 2.2a **Subsurface Soil Investigation:** The Operating Agency shall advise the Commission on the scope and nature of subsurface investigation which it recommends for proper planning and design of the project, including test borings, test pits, soil bearing values and any other necessary investigations for determining subsoil, air, and water conditions. The Operating Agency shall be kept informed as to the progress of the subsurface investigation and if it finds or is advised of any condition, which would make it advisable to alter the scope of investigation or nature of the construction project, it shall make timely reports and recommendations to the Commission.

Section 2.2b **On-Site Contaminants:** The Commission shall provide to the Operating Agency copies of documentation in its possession concerning the evaluation of on-site contaminants and assessment of potential human health risks resulting from these contaminants to workers or visitors to the park. The Operating Agency shall review the documentation and advise the Commission of any conditions which would make it advisable to alter the scope of investigation or nature of the Project.

Section 2.3 **Approval by Other Agencies:** Upon approval by the Commission of the construction solicitation documents, the Operating Agency shall submit to those agencies of the local, State or Federal Government having jurisdiction over the Project all documents which they have the right to review for approval of any features thereof, and shall submit a copy of the solicitation and construction documents to all other agencies: (1) who will furnish services to the completed Project; and (2) whose approval is required to ensure such service.

Section 2.4 **Changes Required:** The Operating Agency shall promptly make all changes in the construction solicitation documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement. The Operating Agency shall make all reasonably requested changes in the drawings and specifications based upon Commission's review of the progress submittals.

Section 2.5 **Reproduction of Final Documents:** The Operating Agency shall cause **3 (three)** sets of blueprints, specifications, estimates, etc. to be provided to the Commission at all submittal phases including such sets as may be required for plan check agencies and **1 (one)** complete set of approved, reproducible construction documents to be delivered for construction solicitation purposes in such form as may be necessary. The cost of reproducing these documents shall be included in the Operating Agency's basic fee.

Section 2.6 **Revisions:** The Operating Agency, whenever directed by the Commission, shall make revisions in the construction solicitation documents due to deficiencies for which the Operating Agency is responsible under the requirements of this contract at no additional compensation.

Section 3.0 **Operating Agency's Personnel and Subconsultants:**

The Operating Agency's employees identified below are considered to be essential to the contract work effort. Prior to diverting or substituting any of the specified individuals, the Operating Agency shall notify the Commission reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of key personnel shall be made by the Operating Agency without the prior written consent of the Commission.

Virginia Hatley
Landscape Architect
Director of Design/Project Manager

Catherine-Curry Williams
Executive Program Director

Tiffany Harris
Executive Director

Marci Moran
Program Associate and Accounting Manager

Brad Thornton
Director of Project Development

Marjory Stark
Office Administrator

Any subconsultants or outside associates required by the Operating Agency in connection with the services provided herein will be limited to individuals or firms that have been specifically identified and agreed upon by the Commission. The Operating Agency shall obtain the Commission's written consent before making any substitution for these subconsultants or associates.

Attachment A
Project Schedule

Board of Supervisors Contract	2/25/03
Approval for Operating Agency Services	
Programming Phase	2/19/03 - 3/28/03
Community Meeting (s) (Dreaming and Design Party)	2/25/03 (midway in programming phase)
Values & Outcomes Meetings	as needed
Conceptual Design Phase	3/3/03 – 3/14/03
Community Meetings to choose one Concept Design	3/24/03 – 3/28/03
Schematic Design Phase	3/20/03 - 4/11/03
Design Development Phase	4/21/03 – 5/2/03
Construction Documents Phase	5/12/03 – 7/11/03
50% Completion Stage	5/12/03 – 6/6/03
90% Completion Stage	6/16/03 – 7/11/03
Plan Check and Permits	7/21/03 – 9/26/03
Submit Drawings for Plan Check	7/21/03 – 7/25/03
Pull Permits	9/2/03 – 9/26/03 (after three review cycles)

Note: gaps between stages are due to the time when the Commission's CMD staff will be reviewing and commenting on the Operating Agency's work.